

CONTRACT



KMBC
6455 Winchester Ave
Kansas City, MO 64133-6409
(816)221-9999

www.kmbc.com

And:

Strategic Media Placement OH
7669 Stagers Loop
Delaware, OH 43015

Contract / Revision	Alt Order #
969292 /	
<u>Product</u>	
AKIN NOV1-NOV8 TV SL	
<u>Contract Dates</u>	<u>Estimate #</u>
11/01/12 - 11/06/12	3181
<u>Advertiser</u>	<u>Original Date / Revision</u>
Akin/R/Senate	11/02/12 / 11/02/12
<u>Billing Cycle</u>	<u>Billing Calendar</u>
EOM/EOC	Broadcast
<u>Cash/Trade</u>	<u>Cash</u>
<u>Station</u>	<u>Account Executive</u>
KMBC	Meredith Thompson
<u>Sales Office</u>	<u>Eagle-Washingt</u>
<u>Special Handling</u>	
<u>Demographic</u>	
Adults 35+	
<u>IDB#</u>	<u>Advertiser Code</u>
<u>Product Code</u>	
<u>Agency Ref</u>	<u>Advertiser Ref</u>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
1	KMBC	11/01/12	11/02/12	First News at 6am	6-7am		:30			NM	2	\$1,500.00
		Class of Time - Pre-emptible with notice										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 10/29/12	11/04/12	---11--				2	\$750.00			
N 2	KMBC	11/05/12	11/06/12	First News at 6am	6-7am		:30			NM	2	\$2,000.00
		Class of Time - Fixed Non Pre-emptible										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 11/05/12	11/11/12	11-----				2	\$1,000.00			
3	KMBC	11/01/12	11/02/12	Good Morning America	7-9am		:30			NM	2	\$1,100.00
		Class of Time - Pre-emptible with notice										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 10/29/12	11/04/12	---11--				2	\$550.00			
N 4	KMBC	11/05/12	11/06/12	Good Morning America	7-9am		:30			NM	1	\$800.00
		Class of Time - Fixed Non Pre-emptible										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 11/05/12	11/11/12	MT-----				1	\$800.00			
5	KMBC	11/03/12	11/03/12	Sat News @ 5am	5-6am		:30			NM	1	\$125.00
		Class of Time - Pre-emptible with notice										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 10/29/12	11/04/12	-----1-				1	\$125.00			
6	KMBC	11/03/12	11/03/12	Sa 6-7a	6-7a		:30			NM	1	\$375.00
		Class of Time - Pre-emptible with notice										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 10/29/12	11/04/12	-----1-				1	\$375.00			
7	KMBC	11/03/12	11/03/12	News Wknd Sat	7-9am		:30			NM	1	\$350.00
		Class of Time - Pre-emptible with notice										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
		Week: 10/29/12	11/04/12	-----1-				1	\$350.00			
8	KMBC	11/04/12	11/04/12	Sun News @ 5am	5-6am		:30			NM	1	\$125.00
		Class of Time - Pre-emptible with notice										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Hearst television Inc., does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



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Contract / Revision 969292 /	Alt Order #
Contract Dates 11/01/12 - 11/06/12	Product AKIN NOV1-NOV8 TV S
Advertiser Akin/R/Senate	Original Date / Revision 11/02/12 / 11/02/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	-----1				1	\$125.00			
9	KMBC	11/04/12	11/04/12	Su 6-7a			:30			NM	1	\$350.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	-----1				1	\$350.00			
10	KMBC	11/04/12	11/04/12	News Wknd Sun			:30			NM	1	\$400.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	-----1				1	\$400.00			
11	KMBC	11/04/12	11/04/12	This Week With George Step 930-1030am			:30			NM	1	\$750.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	-----1				1	\$750.00			
12	KMBC	11/01/12	11/02/12	DR OZ			:30			NM	2	\$700.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	---11--				2	\$350.00			
N 13	KMBC	11/05/12	11/05/12	DR OZ			:30			NM	1	\$1,000.00
				Class of Time - Fixed Non Pre-emptible								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		11/05/12	11/11/12	1-----				1	\$1,000.00			
14	KMBC	11/01/12	11/02/12	5pm News			:30			NM	2	\$1,700.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	---11--				2	\$850.00			
D 15	KMBC	11/05/12	11/05/12	5pm News			:30			NM	0	\$0.00
				Class of Time - Pre-emptible with notice								
16	KMBC	11/01/12	11/02/12	6pm News			:30			NM	2	\$1,900.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	---11--				2	\$950.00			
D 17	KMBC	11/05/12	11/05/12	6pm News			:30			NM	0	\$0.00
				Class of Time - Pre-emptible with notice								
18	KMBC	11/01/12	11/04/12	M-F/SU 10pm News			:30			NM	2	\$4,400.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	---11--				2	\$2,200.00			
D 19	KMBC	11/05/12	11/05/12	M-F/SU 10pm News			:30			NM	0	\$0.00
				Class of Time - Pre-emptible with notice								
N 20	KMBC	11/05/12	11/05/12	DWS			:30			NM	1	\$8,000.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		11/05/12	11/11/12	1-----				1	\$8,000.00			
21	KMBC	11/04/12	11/04/12	5pm News Sunday			:30			NM	1	\$500.00
				Class of Time - Pre-emptible with notice								
		Start Date	End Date	Weekdays				Spots/Week	Rate			
Week:		10/29/12	11/04/12	-----1				1	\$500.00			

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Contract Dates 11/01/12 - 11/06/12	Product AKIN NOV1-NOV8 TV S
Advertiser Akin/R/Senate	Original Date / Revision 11/02/12 / 11/02/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/	Type	Spots	Amount
								Weekdays			
		Start Date	End Date	Weekdays				Spots/Week			Rate
22	KMBC	11/03/12	11/03/12	Late Airing The Closer	1230a-130a		:30		NM	1	\$50.00
				Class of Time - Pre-emptible with notice							
		Start Date	End Date	Weekdays				Spots/Week			Rate
		Week: 10/29/12	11/04/12	-----1-				1			\$50.00
N 23	KMBC	11/05/12	11/05/12	M-F 1035-1105pm	1035-1105pm		:30		NM	1	\$1,400.00
				Class of Time - Fixed Non Pre-emptible							
		Start Date	End Date	Weekdays				Spots/Week			Rate
		Week: 11/05/12	11/11/12	1-----				1			\$1,400.00
N 24	KMBC	11/05/12	11/05/12	M-F 1105p-1135p	1105p-1135p		:30		NM	1	\$900.00
				Class of Time - Fixed Non Pre-emptible							
		Start Date	End Date	Weekdays				Spots/Week			Rate
		Week: 11/05/12	11/11/12	1-----				1			\$900.00
N 25	KMBC	11/05/12	11/05/12	M-F 1135p-1205am	1135pm-1205am		:30		NM	1	\$800.00
				Class of Time - Fixed Non Pre-emptible							
		Start Date	End Date	Weekdays				Spots/Week			Rate
		Week: 11/05/12	11/11/12	1-----				1			\$800.00
N 26	KMBC	11/05/12	11/05/12	KATIE COURIC	2-3PM		:30		NM	1	\$800.00
				Class of Time - Fixed Non Pre-emptible							
		Start Date	End Date	Weekdays				Spots/Week			Rate
		Week: 11/05/12	11/11/12	1-----				1			\$800.00
N 27	KMBC	11/05/12	11/06/12	First News at 4:30am	M-F 430a-5a		:30		NM	2	\$500.00
				Class of Time - Fixed Non Pre-emptible							
		Start Date	End Date	Weekdays				Spots/Week			Rate
		Week: 11/05/12	11/11/12	11-----				2			\$250.00

Totals

32 \$30,525.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 - 11/06/12	32	\$30,525.00	\$25,946.25
Totals	32	\$30,525.00	\$25,946.25

Signature: _____ Date: _____

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by Agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

(a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 20 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the same rate for all broadcasts pursuant to this contract through the effective date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time: (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancelable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of contract termination, or (ii) the bills which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

Unless as a result of an act of God, force majeure, public emergency, broadcast ban, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonable substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discount which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also reacquire time previously sold when necessary to comply with its obligations to make available "reasonable access" and "equal opportunity" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible; if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discount or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., non-preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, to communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency's material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, costs, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitors shall promptly notify and cooperate with the indemnitee with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency nor Station shall be held liable for any consequential damages thereof. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of correspondence mail, but assumes no liability for loss or damage to program or commerce materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broad casts except after its orbit approval.

(c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of amounts due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to Agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency by failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no committee will be allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provides such other agency all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, fees, or billings for broadcasts hereunder. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC (as in effect pursuant thereto). When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of despatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

 FEDERAL CANDIDATE STATE/LOCAL CANDIDATE

To Avail Themselves of The Lowest Unit Charge During a Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location:

KMBZ Kansas City

Date:

10/31/12

1. KEGAN BERAN

being/on behalf of: TODD AKIN, a legally qualified candidate of the REPUBLICAN political party for the office of UNITED STATES SENATE in the PRIMARY

election to be held on: AUGUST 7, 2012

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		11/2 - 11/6/12 Flight			

Total Charges: \$26,275

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

--

I represent that the payment for the above described broadcast time has been furnished by:

PO BOX 31222 ST. LOUIS, MO 63131

and you are authorized to announce the time as paid for by such person or entity.

I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

SCOTT G. ENGELBRECHT

This station has disclosed to me its political advertising policies, including applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

6/29/12

Date

Signature

To Be Signed By Station Representative

Accepted

Accepted in Part

Rejected

Signature

Printed Name

Title

CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

I, KEGAN BERAN

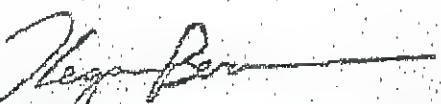
(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement

does does not

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

- the radio programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.
- the television programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast.



signature of candidate or authorized committee

KEGAN BERAN

6/29/12

printed name

date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF
CANDIDATE'S REQUEST)

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Total Charges:

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.